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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

JOHN BORDYNUIK, Inc., a Delaware  
corporation,

Plaintiff,

vs.

JB I, INC., a Nevada corporation f/k/a 310  
HOLDINGS INC., a Nevada corporation; and  
DOES I-V and ROES I-V,

Defendants.

CASE NO. 2:13-cv-01463-APG-VCF

**ANSWER**

COMES NOW, JB I, INC. ("JB I"), by and through counsel, the law firm of Gordon Silver, and files its Answer to the Complaint filed by the Plaintiff JOHN BORDYNUIK, Inc. ("Plaintiff"), states as follows:

1. Answering Paragraph No. 1 of the Complaint, Defendant admits each and every allegation contained therein.

2. Answering Paragraph No. 2 of the Complaint, Defendant denies each and every allegations contained therein.

3. Answering Paragraph No. 3 of the Complaint, Defendant state that it is without sufficient knowledge upon which to base an answer and on that basis, denies each and every allegation contained therein.

1           4.     Answering Paragraph No. 4 of the Complaint, Defendant state that it is without  
2 sufficient knowledge upon which to base an answer and on that basis, denies each and every  
3 allegation contained therein.

4           5.     Answering Paragraph No. 5 of the Complaint, Defendant denies each and every  
5 allegations contained therein.

6           6.     Answering Paragraph No. 6 of the Complaint, Defendant admits each and every  
7 allegation contained therein, save and except that shares were to be issued not transferred.

8           7.     Answering Paragraph No. 7 of the Complaint, Defendant admits that the assets to  
9 be transferred included those in that paragraph, but denies each of the assets had the value stated  
10 therein.

11          8.     Answering Paragraph No. 8 of the Complaint, Defendant denies each and every  
12 allegations contained therein.

13          9.     Answering Paragraph No. 9 of the Complaint, Defendant state that it is without  
14 sufficient knowledge upon which to base an answer and on that basis, denies each and every  
15 allegation contained therein.

16          10.    Answering Paragraph No. 10 of the Complaint, Defendant denies that it failed to  
17 issue the required number of shares to Plaintiff.

18          11.    Answering Paragraph No. 11 of the Complaint, Defendant denies each and every  
19 allegation contained therein.

20          12.    Answering Paragraph No. 12 of the Complaint, Defendant denies each and every  
21 allegations contained therein.

22          13.    Answering Paragraph No. 13 of the Complaint, Defendant denies each and every  
23 allegation contained therein.

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**FIRST CLAIM FOR RELIEF**

**(Breach of Contract)**

14. Answering Paragraph No. 14 of the Complaint, Defendant hereby repeats, re-alleges and incorporates by reference the answers to Paragraphs 1 through 13 as though fully set forth herein.

15. Answering Paragraph No. 15 of the Complaint, Defendant denies each and every allegations contained therein.

16. Answering Paragraph No. 16 of the Complaint, Defendant states that it is without sufficient knowledge upon which to base an answer and on that basis, denies each and every allegation contained therein.

17. Answering Paragraph No. 17 of the Complaint, Defendant denies each and every allegations contained therein.

18. Answering Paragraph No. 18 of the Complaint, Defendant denies each and every allegations contained therein.

19. Answering Paragraph No. 19 of the Complaint, Defendant denies each and every allegations contained therein.

20. Answering Paragraph No. 20 of the Complaint, Defendant denies each and every allegations contained therein.

21. Answering Paragraph No. 21 of the Complaint, Defendant denies each and every allegations contained therein.

**SECOND CLAIM FOR RELIEF**

**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

22. Answering Paragraph No. 22 of the Complaint, Defendant hereby repeats, re-alleges and incorporates by reference the answers to Paragraphs 1 through 21 as though fully set forth herein.

23. Answering Paragraph No. 23 of the Complaint, Defendant denies each and every allegations contained therein.

24. Answering Paragraph No. 24 of the Complaint, Defendant denies each and every

1 allegations contained therein.

2 25. Answering Paragraph No. 25 of the Complaint, Defendant denies each and every  
3 allegations contained therein.

4 **THIRD CLAIM FOR RELIEF**

5 **(Conversion – JBI Nevada)**

6 26. Answering Paragraph No. 26 of the Complaint, Defendant hereby repeats, re-  
7 alleges and incorporates by reference the answers to Paragraphs 1 through 21 as though fully set  
8 forth herein.

9 27. Answering Paragraph No. 27 of the Complaint, Defendant denies each and every  
10 allegations contained therein.

11 28. Answering Paragraph No. 28 of the Complaint, Defendant denies each and every  
12 allegations contained therein.

13 29. Answering Paragraph No. 29 of the Complaint, Defendant denies each and every  
14 allegations contained therein.

15 30. Answering Paragraph No. 30 of the Complaint, Defendant denies each and every  
16 allegations contained therein.

17 31. Answering Paragraph No. 31 of the Complaint, Defendant denies each and every  
18 allegations contained therein.

19 32. Answering Paragraph No. 32 of the Complaint, Defendant denies each and every  
20 allegations contained therein.

21 33. Answering Paragraph No. 33 of the Complaint, Defendant denies each and every  
22 allegations contained therein.

23  
24 **FOURTH CLAIM FOR RELIEF**

25 **(Conversion of \$200,000.00 - JBI Nevada)**

26 34. Answering Paragraph No. 34 of the Complaint, Defendant denies each and every  
27 allegations contained therein.

28 35. Answering Paragraph No. 35 of the Complaint, Defendant denies each and every

1 allegations contained therein.

2 36. Answering Paragraph No. 36 of the Complaint, Defendant denies each and every  
3 allegations contained therein.

4 37. Answering Paragraph No. 37 of the Complaint, Defendant denies each and every  
5 allegations contained therein.

6 38. Answering Paragraph No. 38 of the Complaint, Defendant denies each and every  
7 allegations contained therein.

8 39. Answering Paragraph No. 39 of the Complaint, Defendant denies each and every  
9 allegations contained therein.

10 **FIFTH CLAIM FOR RELIEF**

11 **(Fraud in the Inducement)**

12 40. Answering Paragraph No. 40 of the Complaint, Defendant hereby repeats, re-  
13 alleges and incorporates by reference the answers to Paragraphs 1 through 39 as though fully set  
14 forth herein.

15 41. Answering Paragraph No. 41 of the Complaint, Defendant admits that it agreed to  
16 issue stock to JBI Delaware in exchange for that company transferring assets to Defendant.

17 42. Answering Paragraph No. 42 of the Complaint, Defendant denies each and every  
18 allegations contained therein.

19 43. Answering Paragraph No. 43 of the Complaint, Defendant denies each and every  
20 allegations contained therein.

21 44. Answering Paragraph No. 44 of the Complaint, Defendant denies each and every  
22 allegations contained therein.

23 45. Answering Paragraph No. 45 of the Complaint, Defendant denies each and every  
24 allegations contained therein.

25 46. Answering Paragraph No. 46 of the Complaint, Defendant denies each and every  
26 allegations contained therein.

27 47. Answering Paragraph No. 47 of the Complaint, Defendant denies each and every  
28 allegations contained therein.



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2 48. Answering Paragraph No. 48 of the Complaint, Defendant denies each and every  
3 allegations contained therein.

4 **SIXTH CLAIM FOR RELIEF**

5 **(Fraud)**

6 49. Answering Paragraph No. 49 of the Complaint, Defendant hereby repeats, re-  
7 alleges and incorporates by reference the answers to Paragraphs 1 through 48 as though fully set  
8 forth herein.

9 50. Answering Paragraph No. 50 of the Complaint, Defendant denies each and every  
10 allegations contained therein.

11 51. Answering Paragraph No. 51 of the Complaint, Defendant denies each and every  
12 allegations contained therein.

13 52. Answering Paragraph No. 52 of the Complaint, Defendant denies each and every  
14 allegations contained therein.

15 53. Answering Paragraph No. 53 of the Complaint, Defendant denies each and every  
16 allegations contained therein.

17 54. Answering Paragraph No. 54 of the Complaint, Defendant denies each and every  
18 allegations contained therein.

19 55. Answering Paragraph No. 55 of the Complaint, Defendant denies each and every  
20 allegations contained therein.

21 **AFFIRMATIVE DEFENSES**

- 22 1. Plaintiff lacks standing to bring these claims.  
23 2. Defendant is not the real party in interest.  
24 3. Persons bringing this action on behalf of the Plaintiff lack authority to do so.  
25 4. Plaintiff has failed to join indispensable parties.  
26 5. Plaintiff has failed to state any claims against Defendant upon which relief can be  
27 granted.

28 6. The claims, and each of them, are barred by the doctrine of Res Judicata.

- 1           7.     The claims, and each of them, are barred by the doctrine of Collateral Estoppel.
- 2           8.     Plaintiff's claims are barred by the doctrine of laches.
- 3           9.     The Third, Fourth, Fifth and Sixth claims are barred by the applicable statute of
- 4 limitation.
- 5           10.    Plaintiff failed to give Defendant timely notice of any alleged breach of contract.
- 6           11.    Defendant's performance was excused by the prior breach of the Plaintiff.
- 7           12.    The claims of the Plaintiff are barred as a result of an accord and satisfaction.
- 8           13.    The claims of the Plaintiff have been waived as a result of the acts and conduct of
- 9 the Plaintiff.
- 10          14.    Plaintiff is estopped from asserting the claims herein as a result of the conduct of
- 11 the Plaintiff.
- 12          15.    The Plaintiff is barred from the relief requested in the Complaint by the doctrine
- 13 of unclean hands.
- 14          16.    Plaintiff's claims are barred by the statute of frauds.
- 15          17.    The fifth and sixth claims are barred by the failure of the Plaintiff to plead those
- 16 claims with particularity.
- 17          18.    Plaintiff has failed to mitigate its damages.
- 18          19.    It has been necessary for the Defendant to retain the services of an attorney to
- 19 defend this action and a reasonable sum should be allowed Defendant as and for attorney's fees,
- 20 together with its costs expended in this action.
- 21          20.    Pursuant to FRCP 11, all possible affirmative defenses may not have been alleged
- 22 herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of
- 23 this Answer, and therefore, Defendant reserves the right to amend this answer to allege
- 24 additional affirmative defenses if subsequent investigation warrants.
- 25          ...
- 26          ...
- 27          ...
- 28          ...

1 WHEREFORE, JBI prays as follows:

- 2 1. That Plaintiff take nothing by way of its Complaint.
- 3 2. That JBI be awarded reasonable attorney's fees and costs.
- 4 3. For such other and further relief as may be deemed appropriate by the Court.

5 DATED this 30th day of January, 2015.

6 GORDON SILVER

7 /s/ Eric R. Olsen

8 ERIC R. OLSEN

9 Nevada Bar No. 3127

10 KORY L. KAPLAN

11 Nevada Bar No. 13164

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13 Las Vegas, Nevada 89169

14 Tel: (702) 796-5555

15 Attorneys for Defendant JBI, Inc.

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**CERTIFICATE OF SERVICE**

The undersigned, an employee of Gordon Silver, hereby certifies that on the 30th day of January, 2015 she served a copy of the foregoing document via the Court's CM/ECF electronic filing to:

John R. McMillan, Esq.  
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Gus W. Flangas, Esq.  
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Attorneys for Plaintiff John Bordynuik Inc.

/s/ Robyn Campbell  
An employee of GORDON SILVER